

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13 day of February in the year of our Lord one thousand eight hundred and ninety three between Christopher C. James and Matilda F. James his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of (\$2000) Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot Nos Seven (7) and Eight (8) of fractional Section No thirty three (33) Township Twelve (12) of Range No twenty (20) East of the Sixth (6) P.M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Christopher C. James and Matilda F. James hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars (\$2000) according to the terms of one certain promissory note this day executed and delivered by the said Christopher C. James and Matilda F. James to the said party of the second part: payable in three years after date with interest according to six coupons.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Christopher C. James and Matilda F. James heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

L. D. Steele

Christopher C. James (SEAL.)
Matilda F. James (SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13 day of February, A. D. 1893, before me L. D. Steele a Notary Public in and for said County and State, came Christopher C. James and Matilda F. James his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.
My commission expires June 18 1894
Recorded Feb 13 A. D. 1893, at 4 o'clock P. M.



L. D. Steele Notary Public.
James Brooks Register of Deeds

The following is endorsed on original instrument
The note herein described having been paid in full this Mortgage is hereby released, and the lien thereby created discharged.
Attest: As Witness my hand, this twenty day of Feb A.D. 1896.
Samuel Marks
James Brooks
Registered Feb 20, 1896.
by James Brooks Deputy